



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

July 14, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FROM THE CITY OF BREA FOR THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
TO PROVIDE A PROPOSAL FOR FIRE PROTECTION, PARAMEDIC,  
AND INCIDENTAL SERVICES (ORANGE COUNTY) (3 VOTES)**

### SUBJECT

As a result of the City of Brea's (City) request for a proposal for fire and emergency medical services from the Consolidated Fire Protection District (Fire District), the Fire District is asking for authorization to prepare a proposal for the City of Brea and also for approval of an Agreement that would require the City to reimburse the Fire District \$30,000 for the proposal's preparation.

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF  
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that the Agreement for Report for Fire Protection, Paramedic, and Incidental Services between the City of Brea (City) and the Consolidated Fire Protection District of Los Angeles County (District) is exempt from the California Environmental Quality Act as it is a contract for a report for the provision of fire protection and related services and thus can be seen with certainty that there is no possibility that the activity may have a significant impact on the environment.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY

CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY

DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLENDALE  
HAWAIIAN GARDENS  
HAWTHORNE

HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRWINDALE  
LA CANADA FLINTRIDGE  
LA HABRA

LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWDALE  
LOMITA  
LYNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO RIVERA

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

2. Approve and instruct the Chairman to sign the attached three originals of the Agreement.
3. Direct the Fire Chief of the District to prepare a Proposal for Services for the City, at a cost to the City of \$30,000, and submit the proposal to the Board for review and approval prior to transmittal to the City.

### **PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

The City has requested that the District undertake this study to analyze the feasibility of the City contracting with the District for fire protection and related services.

This proposal process is in accordance with your Board's order of October 26, 1976, relating to city annexations to the District.

### **Implementation of Strategic Plan Goals**

The preparation of a Proposal for Services for the City addresses Goal No. 1: "Service Excellence" of the County's Strategic Plan which guides us to provide the public with easy access to quality information and services that are both beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

The attached agreement, as executed by the City, provides for payment to the District of \$30,000 for preparation of a study to determine the feasibility of the City annexing to the District. Should the City and the District agree to enter into subsequent negotiations for an annexation agreement, the attached agreement provides for a gratis 120-day initial negotiation period and a fee of \$15,000 for each subsequent 120-day negotiation period to compensate the District for the expenditure of staff time. Should the City subsequently contract with the District, a maximum of \$15,000 in fees paid in association with the proposal preparation and \$15,000 in fees paid for negotiations would be credited to the conversion costs charged to the City by the District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

County Counsel has approved this agreement as to form. On May 19, 2009, the Brea City Council approved the attached agreement and authorized their City Manager to sign on their behalf.

### **IMPACT ON CURRENT SERVICES**

Preparation of this proposal will have no impact on current services.

The Honorable Board of Supervisors  
July 14, 2009  
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**NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

This project is statutorily exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3).

**CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to return two (2) executed originals and two (2) copies of the Agreement for Report for Fire Protection, Paramedic, and Incidental Services to:

Consolidated Fire Protection District  
Attn: Debbie Aguirre, Planning Division  
1320 N. Eastern Avenue  
Los Angeles, CA, 90063

The District will forward one executed original Agreement to the City of Brea for their records.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lc

Enclosures

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

1                                   **AGREEMENT FOR REPORT FOR**  
2                                   **FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES**  
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4           This Agreement for Report for Fire Protection, Paramedic, and Incidental Services  
5 (collectively, "services") is made and entered into this \_\_\_\_\_ day of  
6 \_\_\_\_\_, 2009, by and between the Consolidated Fire Protection District of Los  
7 Angeles County and the City of Brea.  
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9                                   **RECITALS:**

10           **WHEREAS**, the City of Brea, hereinafter referred to as "City," is interested in receiving  
11 fire protection, paramedic, and other incidental services from the Consolidated Fire Protection  
12 District of Los Angeles County, hereinafter referred to as "District;" and

13           **WHEREAS**, the City has requested that the District prepare its report for the provision  
14 of services within the City; and

15           **WHEREAS**, an aspect of providing such services by the District is the evaluation and  
16 transfer of qualifying City personnel to District employment; and

17           **WHEREAS**, annexation of a city to the District is authorized by the Fire Protection  
18 District Act of 1987, Section 13810 of the California Health and Safety Code, and the District  
19 contracting with a City to provide such services to a City is authorized under Section 13878 of  
20 the California Health and Safety Code, and the parties are interested in considering and  
21 studying City annexing/contracting with the District.

22                                   **THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

23           1. The District shall submit a written report (report) to the City regarding matters  
24 described under subparagraphs (a) through (f) herein below.

25                   a. Evaluate the present fire protection and paramedic services of the City and their  
26 related costs to the City.

27                   b. Describe and compare the present City services to those services which the  
28 District would provide within the City.

1 c. Describe the financial and operational impacts on the City from the City  
2 contracting/annexing to the District.

3 d. Present recommendations relating to the disposition of all equipment and  
4 facilities utilized by the City in its fire protection activities.

5 e. Describe the proposed operations of the District within the City, including types  
6 of responses to specific alarms, intended staffing and utilization of equipment, fire prevention  
7 activities, dispatching systems, support services, and the investigations of fire causes.

8 f. Explain the qualifications and procedures for transfer of City personnel to District  
9 employment.

10 2. The District shall perform its reporting duties hereunder in its reasonable discretion  
11 and shall not be under the direction of the City as to the manner in which it shall prepare and  
12 supply the report, except that the District shall supply the report fully and expeditiously as  
13 described in paragraph 1 hereof so long as City complies with paragraphs 3 and 4 hereof.

14 3. The City shall cooperate with the District by furnishing all personnel necessary for  
15 the liaison with the District and shall make available (i) all City records for inspection by the  
16 District and (ii) City personnel for interview, consultation, and discussion as the District may  
17 from time to time request. The City shall disclose to the District any and all material facts  
18 about the City and/or its Fire Department that could materially affect District's report or its  
19 decision to negotiate for the District providing services to the City.

20 4. The City shall further assemble, process, and provide to District all records and  
21 data in its possession as requested from time to time by the District for the purpose of this  
22 agreement.

23 5. The City shall pay the costs incurred by the District in performing the services  
24 herein above mentioned, or incidental thereto, in the amount of thirty thousand dollars  
25 (\$30,000) within thirty (30) days of invoice from District.

26 6. After receipt of the report by City and upon written request from City, the District  
27 may enter into negotiations with the City for the District providing services to the City. For the  
28 first one-hundred twenty (120) days of negotiations, there will be no charge to City. After the

1 initial one-hundred twenty (120) day negotiation period, City shall pay to District, within thirty  
2 (30) days of invoice from the District, fifteen thousand dollars (\$15,000) for every one-hundred  
3 twenty (120) calendar days, or any portion thereof, of negotiations.

4 7. If City contracts with the District, a maximum of fifteen thousand dollars (\$15,000)  
5 in fees paid in association with the proposal preparation, and a maximum of fifteen thousand  
6 dollars (\$15,000) in fees paid for negotiations, will be credited to the conversion costs charged  
7 to the City by the District. No other fees or costs incurred by City associated with negotiations  
8 or the report preparation will be credited to City.

9 8. If, subsequent to distribution of the report, negotiations for the District providing  
10 services to the City are commenced between the parties, and medical examinations and  
11 background investigations related to the transfer of City personnel to District employment are  
12 administered by District, and through action of the City no contracting/annexation of the City to  
13 the District for fire protection, paramedic, and incidental services occurs, the City agrees that  
14 upon demand it shall also pay for all costs incurred by the District in administering the medical  
15 examinations and background investigations of City personnel. The cost of such medical  
16 examinations and background investigations shall be established by the Auditor-Controller of  
17 the County of Los Angeles.

18 9. This Agreement may be terminated at any time by either party thereto by the giving  
19 of at least thirty (30) days' written notice of such termination to the other party; such  
20 termination shall not affect the right of the District to receive prorated compensation for any  
21 work done pursuant to this Agreement up to the time of such termination date.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed by their duly authorized officers.

3  
4 CONSOLIDATED FIRE PROTECTION  
5 DISTRICT OF LOS ANGELES COUNTY

CITY OF BREA

6  
7 By \_\_\_\_\_  
8 Chairman of the Board

By Tim O'Donnell  
City Manager

9  
10  
11 ATTEST:

12 SACHI A. HAMAI  
13 Executive Officer-Clerk of the  
14 Board of Supervisors

15 By \_\_\_\_\_  
16 Deputy

ATTEST:

By [Signature]  
Deputy City Clerk

17  
18 APPROVED AS TO FORM:

APPROVED AS TO FORM:

19 County Counsel

20  
21 By [Signature]  
22 Deputy

By [Signature]  
City Attorney